

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

ARM LTD., a U.K. corporation,

Plaintiff,

v.

C.A. No. 22-1146-MN

QUALCOMM INC., a Delaware corporation,
QUALCOMM TECHNOLOGIES, INC., a
Delaware corporation, and NUVIA, INC., a
Delaware corporation,

Defendants.

**[PROPOSED] ORDER GRANTING DEFENDANT ARM LTD.’S
MOTION FOR PARTIAL SUMMARY JUDGMENT**

The Court has considered Arm’s Motion for Partial Summary Judgment filed by Plaintiff Arm Ltd. (“Arm”) and the supporting papers; the opposition filed by Defendants Qualcomm Inc., Qualcomm Technologies, Inc., and Nuvia, Inc. (“Nuvia”); Arm’s reply; and any other papers and argument submitted by the parties.

Having found sufficient basis therefore, the Court hereby GRANTS Arm’s Motion for Partial Summary Judgment, and IT IS HEREBY ORDERED THAT:

- Arm properly terminated the Nuvia Architecture License Agreement (“ALA”);
- Defendants’ post-termination use of code Nuvia developed under the ALA, including the code for the Phoenix core, breached the ALA’s termination provisions;
- Arm did not breach the termination provisions of the ALA or the Technology License Agreement (“TLA”) between Arm and Nuvia, instead having a license for any post-termination use of “input” and “feedback” from Nuvia under those agreements; and
- Counts II and III of Defendants’ Second Amended Counterclaims (ECF No. 300) are dismissed with prejudice.

SO ORDERED, this _____ day of _____, 2024.

The Honorable Maryellen Noreika
United States District Judge